LAW OFFICES

JENNER & BLOCK

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

601 THIRTEENTH STREET, N. W.
TWELFTH FLOOR
WASHINGTON, D. C. 20005

(202) 639-6000
(202) 639-6066 FAX

DIRECT DIAL NUMBER:

JODIE KELLEY

CHICAGO OFFICE
ONE IBM PLAZA
CHICAGO, IL 60611
(312) 222-9350
(312) 527-0484 FAX

MIAMI OFFICE
ONE BISCAYNE TOWER
MIAMI, FL 33131
(305) 530-3535
(305) 530-0008 FAX

LAKE FOREST OFFICE
ONE WESTMINSTER PLACE
LAKE FOREST, IL 60045
(708) 295-9200
(708) 295-7810 FAX

September 3, 1997

William F. Caton, Secretary
Federal Communications Commission
1919 M Street, N.W.
Room 222
Washington, D.C. 20554

Re: In the matter of Petition of MCI for Preemption Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996, CC Docket No. 97-166

Dear Mr. Caton:

Enclosed for filing in the above-captioned proceeding please find an original and four copies of the "Reply of MCI". Also enclosed is an extra copy to be file-stamped and returned.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jodie L. Kelley

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)
	)
Petition of MCI for	)
Preemption Pursuant	)
to Section 252(e)(5)	)
of the Telecommunications	)
Act of 1996	)

REPLY OF PETITIONER MCI TELECOMMUNICATIONS COMPANY

Pursuant to a request from the Federal Communications Commission, MCI respectfully submits this reply in the above-captioned proceeding.

In the 1996 Telecommunications Act, Congress evinced its understanding that incumbent local exchange carriers (ILECs) have no incentive to negotiate away their monopoly status. Although it required that potential competitors attempt to negotiate agreements that reflect the requirements of the Act, it placed a short time limit on the length of these negotiations, and provided for mandatory, binding arbitration to be conducted by state commissions if negotiations failed to produce an agreement by the end of that finite time period. This Commission also expressly noted the problem inherent in the negotiations contemplated by the Act: because ILECs have little or no incentive to negotiate in good faith with their would-be competitors, there is every reason to believe that they will behave in an obstructionist manner. Accordingly, in the First Report and Order, this Commission noted that negotiations might not be productive and that, under the 1996 Act, state commissions may therefore be called upon to

negotiate entire interconnection agreements. Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, CC Docket No. 96-98 (August 8, 1996) ¶ 134.

In this case, Southwestern Bell Telephone Company (SWBT) refused, during the period set for negotiation under the Act, to negotiate any aspect of an interconnection agreement with MCI, citing its need for a ridiculously broad nondisclosure agreement before it would even sit down to meet. Accordingly, as the Missouri Commission expressly acknowledged in its Arbitration Order, when MCI filed its arbitration petition in conformance with the statutorily set deadlines, the parties had resolved virtually nothing requiring MCI to request arbitration of the entire agreement and bringing "the arbitration of virtually every detail to the Commission's doorstep." Arbitration Order at 47 (Attached as Exh. F to MCI's Preemption Petition).

Indeed, in its arbitration request and subsequent filings, MCI repeatedly made clear that it needed the MPSC to arbitrate virtually all the terms and conditions of the interconnection agreement. In its arbitration petition, MCI asked the Commission to arbitrate all open issues and to "establish an interconnection agreement between the parties." MCI Pet. at 3 (attached as Exh. A to MCI's Preemption Petition).[1] Attached to the petition was MCI's term sheet, a detailed document which identified substantive unresolved issues. Id. MCI reiterated its need to have an

[1]SWBT suggests that MCI's petition was inadequate because it did not specifically set out SWBT's position on each substantive issue, and was instead merely a "wish list." See SWBT Response at 9. That suggestion is specious. As MCI noted in its petition, SWBT had refused to enter into substantive negotiations because the two parties had been unable to reach agreement on the scope of a nondisclosure agreement. Thus, MCI was required to ask for arbitration of all issues, and was unable to set out SWBT's position. See MCI Pet. at 10 ("As a further consequence of the parties' inability to address substantive issues and reach agreement in their negotiations, MCI has little knowledge about the positions that SWBT would take in response to the Term Sheet"). In its response, the MPSC did not challenge the adequacy of MCI's petition.

entire agreement arbitrated in the arbitration hearings themselves, submitting a draft contract which detailed the specific terms and conditions it proposed (attached as Exh. C to MCI's Preemption Petition, and Exh. B hereto).

Finally, as requested by the MPSC, MCI submitted its issues memorandum. (Attached as Exh. D to MCI's Preemption Petition). As the MPSC recognizes, this document sets out the issues that the MPSC was actually called upon to arbitrate. See MPSC Response at 3 (noting that it had ordered that the "issues memorandum shall clearly set out the position of each party on every contested issue."); see id. at 6 ("MCI had an obligation to clearly present all issues by inclusion of those issues in the Issues Memorandum."). In that issues memorandum, MCI included a separately numbered issue (Issue 42) to be decided by the MPSC -- what "other terms and conditions" should be included in the agreement. In Issue 42, MCI asked that the MPSC adopt the terms and conditions found in the contract submitted by MCI during the arbitration. Issues Mem. at 79-80[2]

In its explanation of Issue 42, MCI expressly requested that the Commission "approve the Interconnection Agreements proposed by MCI and AT&T herein, subject to reconciliation of such agreements to the Commission's decision on the foregoing issues and submission of the reconciled agreements by a date certain for approval by the Commission under

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[2]SWBT (but not the MPSC) claims that the MPSC could not have been expected to interpret Issue 42 as a request to arbitrate specific contract language. But there is no other way that Issue 42 could be interpreted. In Issue 42, MCI specifically asked that the entire interconnection agreements be adopted, and further indicated that it was asking the MPSC to address "all aspects of the proposed Interconnection Agreements." Issues Mem. at 80. Nor can SWBT complain that MCI failed to narrow the issues -- SWBT refused to indicate which portions of MCI's proposed terms and conditions it disagreed with, preventing MCI from highlighting specific areas of disagreement and forcing MCI to ask the MPSC to adopt the contract in its entirety. See Issues Mem. at 81 & n.44.

Section 252(e)(5) of the Act." Id. MCI also highlighted why it was critical that the MPSC arbitrate and resolve every issue, including specific contract terms and language:

> Absent complete relief from this Commission, addressing all aspects of the proposed Interconnection Agreements, it is unlikely SWBT will ever enter into [interconnection agreements] with MCI and AT&T. (Russell at Tr. 1108). If the Commission were only to rule upon specific issues as SWBT suggests, then after the decision MCI and AT&T would be relegated back to their positions of unequal bargaining power relative to all issues of interconnection not specifically addressed by the Commission. SWBT would still have no incentive to reach agreement. All efforts to date would be for naught . . .

Id. at 80 (emphasis added).[3]

In its Preemption Petition MCI highlighted certain specific "Issue 42" terms and conditions that were not arbitrated by the MPSC, and which remain unresolved. In that petition, MCI drew from the contract submitted to the MPSC on June 16, 1997, which incorporates the issues that were arbitrated by the MPSC, as well as alterations in certain terms that MCI and SWBT have been able to negotiate in the eight months since the arbitration was concluded. Because the June 16, 1997 contract includes these changes, it necessarily is not identical to the contract submitted into evidence during the arbitration. The attempt by the MPSC and SWBT to portray this as a failure of MCI to properly present the issues that it now asserts were undecided is meritless. For ease of reference, MCI has reviewed the contract actually before the MPSC and has listed in Attachment A to this Reply the literally hundreds of terms and conditions, by section number, which the MPSC did not decide. This contract was attached at Exhibit C to MCI's Preemption Petition (attached to the testimony of Joann

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[3]MCI also noted that SWBT had introduced no evidence in opposition to the specific contract language proposed by MCI, and had raised no specific challenge that any of the proposed language was unreasonable. Id. at 81

Russell) and is attached again as Attachment B to this reply. It represents the terms and conditions the MPSC was expressly asked to arbitrate pursuant to Issue 42. There is simply no question that the MPSC did have specific terms and conditions in front of it for resolution, and that it failed to decide them.

Indeed, contrary to the statement in its response to MCI's petition to this Commission, the MPSC noted in its Arbitration Order that the terms and conditions raised in Issue 42 were before them, and that MCI had advocated adoption of the terms and conditions found in its draft contract which was before the MPSC. Arb. Order at 57 (attached as Exh. F to MCI's Preemption Petition). It nonetheless flatly and expressly refused to decide Issue 42, apparently because it felt that it had expended sufficient time and resources arbitrating other issues, and because it was frustrated that the parties had not negotiated these portions of the agreement. Id. Instead of deciding these terms and conditions, the MPSC directed the parties to act in good faith, and to try again to negotiate the issues the MPSC failed to decide. Id. In doing so, the MPSC failed to carry out its statutorily mandated duty to arbitrate all issues presented to it, and frustrated the purposes of the Act.

The 1996 Act does not allow a state commission to arbitrate only certain issues presented to it and decline to arbitrate others, even if the arbitration will be complicated and time consuming. Thus, although there is no question that SWBT's dilatory tactics forced MCI to request arbitration of a number of detailed provisions, there is similarly no doubt that the 1996 Act required the MPSC to do so. The Act sets very concrete parameters -- the parties are to negotiate for between 135 and 160 days and, at that point, the state commission may be called

upon to arbitrate, and must "resolve each issue" presented. 252(b)(4)(C). [4]

The reason for this requirement is apparent. Regardless of why it failed to decide the terms and conditions MCI put before it, the MPSC's failure to fully arbitrate the issues before it played directly into the hands of SWBT, causing exactly the delay in competition that the 1996 Act strove to prevent. The Act contemplates a nine month period from the date negotiation is requested to the date all open issues are arbitrated. Over seventeen months have passed since MCI requested negotiations, eight months have passed since the arbitration was purportedly concluded, and the parties still do not have a completed interconnection agreement. SWBT continues to delay and to refuse to agree to terms and conditions MCI needs to secure an agreement. Although the delay continues, the MPSC has reiterated that it will not decide these issues, indicating in a "final" order issued July 31st that it will not resolve the issues that remain open.[5]

This result was precisely what Congress was trying to prevent in imposing the specific duty to arbitrate all open issues on state commission, and precisely what Congress provided a remedy for in § 252(e)(5). This Commission's mandate is clear and unequivocal: "If a

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[4]SWBT's contention that it was somehow "reasonable" for the MPSC to require the parties to try to negotiate again is simply wrong. See SWBT Resp. at 11-12. The parties did not engage in meaningful negotiations initially because SWBT refused to even begin discussions unless MCI entered into an unreasonable nondisclosure agreement. In any event, the 1996 Act requires only a limited negotiation period followed by binding arbitration, regardless of the reason the initial negotiations are unsuccessful.

[5]In that Order, the Missouri commission set permanent rates. In its preemption petition, MCI did not argue that the Missouri commission's adoption of interim rates pending the outcome of a permanent cost proceeding constituted a failure to act. Thus, the MPSC's extended discussion of the permanent cost proceeding is irrelevant to this petition. See MPSC Resp. at 5-6.

state commission fails to act to carry out its responsibility under this section," including its duty to arbitrate every open issue so that a final interconnection agreement can be reached, "then the Commission shall issue an order preempting the State commission's jurisdiction . . . and shall assume the responsibility of the State commission." § 252(e)(5).

Accordingly, this Commission must assert jurisdiction and complete the arbitration. To fail to do so would leave MCI with no prospect of obtaining a functioning interconnection agreement in Missouri. In the wake of the MPSC's refusal to decide Issue 42, the parties were "relegated back to their positions of unequal bargaining power relative to all issues of interconnection not specifically addressed by the Commission." Issues Mem. at 80. As predicted, SWBT did not have, and still does not have, any "incentive to reach agreement." Id. After seventeen months of attempting to obtain an interconnection, all efforts to date have been "for naught." MCI remains without an interconnection agreement.

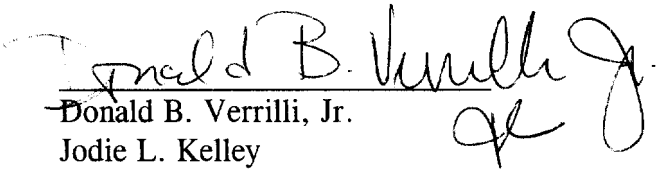
Nor is there any prospect of reaching such agreement. The parties remain unable to negotiate these terms, and the MPSC has made clear in its response to this petition, and in its "final" order issued July 31, 1997, that it continues to refuse to arbitrate the issues that remain open. The MPSC's failure to act is clear. Accordingly, this Commission should assume jurisdiction of the arbitration pursuant to Section 252(e)(5).

CONCLUSION

For the reasons stated above, and in MCI's Petition for Preemption, MCI's petition should be granted and this Commission should assume jurisdiction over the arbitration between MCI and SWBT.

Respectfully submitted,

MCI Telecommunications Corporation



Donald B. Verrilli, Jr.
Jodie L. Kelley
Michelle B. Goodman
JENNER & BLOCK
601 13th Street, N.W.
Washington, D.C. 20005
202-639-6000

Its Attorneys

Lisa B. Smith
Kecia Boney
MCI Telecommunications Corp.
1801 Pennsylvania Ave., N.W.
Washington, D.C. 20006
202-887-2992

CERTIFICATE OF SERVICE

I, Jodie L. Kelley, do hereby certify that copies of the foregoing "Reply of MCI" were served via first class mail, postage prepaid, to the following on September 3, 1997.

*ITS
Federal Communications Commission
1919 M Street, N.W. Room 140
Washington, D.C. 20554

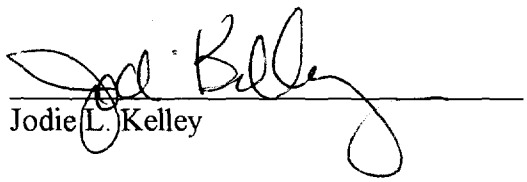
*Richard K. Welch, Chief
Policy and Program Planning Division
Federal Communications Commission
1919 M Street, N.W. Room 544
Washington, D.C. 20554

Paul G. Lane
Diana J. Harter
Leo Bub
Southwestern Bell Telephone Co.
100 N. Tucker Blvd., Room 630
St. Louis, MO 63101

Paul DeFord
Lathrop & Gage
2345 Grand Blvd.
Kansas City, Missouri 64108-2684
(Counsel for AT&T)

Michael F. Dandino
Senior Public Counsel
Office of Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

Cecil Wright
Executive Secretary
Missouri Public Service Commission
Truman State Office Building
5th Floor
301 W. High Street
Jefferson City, MO 65101-1517



Jodie L. Kelley

* Served via hand delivery

ATTACHMENT A

PART A - General Terms and Conditions

Section 28. Amendments and Modifications

Section 29. Severability

Section 30. Headings Not Controlling

Section 31. Entire Agreement

Section 32. Counterparts

Section 33. Successors and Assigns

PART B - Definitions

ALL

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Section 1.2

Section 2. Non-Discriminatory Treatment

Section 4. Interconnection and Reciprocal Compensation

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